

9. Whenever it shall be necessary to remove any snow or ice from the tracks of the said railway the same shall not be left in heaps, but be spread evenly over the street or removed as shall be directed by the officer of the Corporation for the time being charged with the supervision of the streets.

10. The Corporation and the officers and servants thereof shall have the right to take up the streets traversed by the said railway either for the purpose of altering the grades thereof, constructing or repairing the drains, or sewers, or repairing the gas or water pipes or for any other purpose for the time being within the power, privileges, duties and obligations of the Corporation, without any compensation to the Company, and without being liable to the Company for any damages that may thereby be occasioned to the Company or the work's connected therewith or the working thereof and the Corporation shall not be liable to the Company for any damage the Company may sustain from the breaking of sewers or water-pipes.

11. The Company shall be liable for all damages which may be occasioned to any person by reason of the construction, maintenance or repairs or operation of the said railway.

12. The Company shall indemnify and keep indemnified and save harmless the Corporation at all times from all costs, damages and expenses of every nature and kind whatsoever which the Corporation may be put to or have to pay by reason of the exercise by the Company of the powers hereby granted, or by reason of neglect by the Company in the execution of the said works or any of them, or by reason of the improper or imperfect execution of the said works or any of them or by reason of the said works being unsafe or out of repair or otherwise howsoever; and should the Corporation incur, pay or be put to any such costs, damages or expenses the Company shall forthwith upon demand repay the same to the Corporation.

In witness whereof the parties hereto of the First Part have hereunto caused their Corporate Seal to be affixed under the hand of their President and Secretary and the parties hereto of the Second Part have caused their Corporate Seal to be hereunto affixed under the hand of their Mayor and City Clerk.

SIGNED, SEALED AND DELIVERED,
in the presence of,

(Signed) W. H. COLE, as to	(Signed) E. H. BRONSON, President.
signatures of E. H. BRONSON	L. CRANNELL, Sec-Treas.
and L. CRANNELL.	T. PAYMENT, Mayor.
	JOHN HENDERSON, City Clerk.